

# Personal Safety Information

(One form per participant. Please feel free to make additional copies as needed)

Name: \_\_\_\_\_ Male  Female

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Emergency Information

Emergency Contact: \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

Family Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_

Health Card #: \_\_\_\_\_ **Medic Alert** NO  Yes

Are there any medical or learning conditions that we should be aware of? \_\_\_\_\_

Allergies to food, drugs or insects? NO  Yes  details \_\_\_\_\_

Are you prone to motion sickness? NO  Yes  details \_\_\_\_\_

Are you on any medication? NO  Yes  details \_\_\_\_\_

Swimming Ability: Strong  Average  Weak  Non Swimmer

Do you have any first aid, swimming or other certifications that may assist us? Details \_\_\_\_\_

## Activity Waiver & Release

**THIS ACTIVITY WAIVER & RELEASE** (This Agreement) between the participant, \_\_\_\_\_ (print full name) AND

The Activity provider ADVENTURE SAILING PLUS LTD

In consideration of the Covenants and Agreements contained in this Agreement the parties to this Agreement agree as follows:

### Consideration

1. Being of lawful age and being permitted to participate in the activity described below, the Participant recognize and understand that sailing/boating is a sport and involves some risk and danger and the Participant releases and forever discharges the Activity Provider, for any and all risk of injury, loss or damage to person or property while upon the property or vessels owned, leased or under the care and control of Adventure Sailing Plus Ltd., its owners, directors, officers, servants, employees, instructors, agents, assigns, legal representatives, successors, and marinas, including but not limited to Hindson Marina, from all manner of actions, causes of actions, debts, accounts, bonds, contracts, claims and injury or death of the Participant which has been or may be sustained as a consequence of the Participants participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.

2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed the Agreement.

### Details of Activity

3. The participant will participate in the following activities: on the water sailing courses on recreational sailing vessels both mono hull keel boats or catamarans during the day and overnight sailing or anchoring in the Great lakes or Caribbean.

**Concurrent Release**

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding its owners, directors, officers, servants, employees, instructors, agents, assigns, legal representatives, successors, and marinas, including but not limited to Hindson Marina.

**Fitness to Participate**

5. The Participant acknowledges that the Participant does not have any physical limitation, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

6. The Participant understand that photographs or videos taken of participants may be used for promotional purposes and the Participant hereby consent to such use by Adventure Sailing Plus Ltd. The participant has read the terms and conditions of charter as provided by the Activity Provider and agrees to abide by the CANADIAN SAFE SPORT POLICY as posted on the web site.

**Full & Final settlement**

7. The Participant hereby acknowledges and agrees that it has carefully read this Agreement, that it fully understands the same and it is freely and voluntarily executing the same.

8. The Participant understands that by signing this agreement, it agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that it may sustain while participating in or preparing for the above noted activity.

9 The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

10. This Agreement contains the entire agreement between the parties to this agreement and the terms of this Agreement are contractual and not a mere recital.

**Governing Law**

11. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal n this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Activity Provider: ADVENTURE SAILING PLUS LTD

Per: \_\_\_\_\_  
(Seal) \_\_\_\_\_ Witness \_\_\_\_\_

Participant: \_\_\_\_\_

Per: \_\_\_\_\_  
(Seal) \_\_\_\_\_ Witness \_\_\_\_\_

E&OE May 16, 2024

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[skipper@adventuresailing.ca](mailto:skipper@adventuresailing.ca)  
416 576 3300





**ADVENTURE SAILING PLUS Ltd.**

## **TERMS AND CONDITIONS OF CHARTER**

### **FEE PAYMENT:**

- ✚ Deposit of 50% of fee on booking. If less than 60 days until cruise or course, payment in full is required.
- ✚ Balance due 60 days prior to cruise or course.
- ✚ No refunds 60 days prior to cruise or course.
- ✚ We reserve the right to alternate course times or vessel .
- ✚ GRATUITIES ARE NOT INCLUDED AND ARE GREATLY APPRECIATED BY THE CREW.

### **SAILING SCHOOL GEORGIAN BAY:**

Adventure Sailing Plus Ltd will supply the vessel, instructor, course material and operating expenses. Basic provisions available for \$125.00 per person for live aboard courses only of breakfast, lunch and dinner (lunch & dinner on day one and breakfast & lunch on final day, no meals on Sunday and Thursday evening starts) No additional fee if provisions included on price sheet.

Students will:

- ✚ Meet the appropriate pre-requisites for the course prior to start
- ✚ Report any health or physical limitations.
- ✚ Supply appropriate clothing for all weather conditions and wear only NON MARKING SHOES
- ✚ Supply their own safety harness and tether with strobe for all live aboard courses.
- ✚ Supply sufficient sunscreen for personal protection and wear hats
- ✚ Smoking is prohibited below deck and while sailing.
- ✚ Agree to abide by the CANADIAN SAFE SPORT POLICY and Sign a waiver of liability

### **SKIPPERED CRUISES GEORGIAN BAY:**

Adventure Sailing Plus Ltd. will supply the vessel, skipper, provisions (Georgian Bay) for 5 or 7 day cruise. Provisions available for \$200.00 per person on board are: dinner on 5 evenings, 7

lunches, 7 breakfasts for 7 day cruise and 4 dinners, 5 lunches and 5 breakfasts on 5 day cruise. Please note that alcoholic beverages are not included however you may bring your own as you wish. No additional fee if provisions included on price sheet.

Charter Guests will:

- ✚ Pay their air transportation and ground transportation to and from the vessel
- ✚ Pay for provisions not included above and restaurant expenses (for the skipper & crew as well).
- ✚ Pay any marina, dockage, power or water or mooring fees
- ✚ Be responsible for the safety of any children on board (under 18 years)
- ✚ Report any health or physical limitations.
- ✚ Supply appropriate clothing for all weather conditions and wear only NON MARKING SHOES
- ✚ Supply sufficient sunscreen for personal protection and wear hats
- ✚ Smoking is prohibited below deck and while sailing.
- ✚ Agree to abide by the CANADIAN SAFE SPORT POLICY and Sign a waiver of liability

## Caribbean Cruises and Caribbean Sailing School:

Adventure Sailing Plus Ltd. will supply the vessel & skipper, for a seven day cruise.

- ✚ Basic Provisions available for \$200.00 per person per week on board are: dinner on 5 evenings, 7 lunches, 7 breakfasts. No additional fee if provisions included on price sheet.
- ✚ Please note that alcoholic beverages are NOT included, however they can be ordered in advance and stocked on board for you. Please let us know your preferences when discussing menu selection.

Charter Guests will:

- ✚ Pay their air transportation and ground transportation to and from the vessel
- ✚ Pay for provisions (unless deemed inclusive), pay for provisions not included in Basic provisions and or restaurant expenses (for the skipper & crew as well).
- ✚ Pay any marina, dockage, power or water or mooring fees (eg \$35. US per night in BVI)
- ✚ Pay any customs, immigration fees, or departure taxes and any cruising permits (range from \$2.00 to \$20.00 per person per week)
- ✚ Be responsible for the safety of any children on board (under 18 years)
- ✚ Report any health or physical limitations.
- ✚ Supply appropriate clothing for all weather conditions and wear only NON MARKING SHOES
- ✚ Supply sufficient sunscreen for personal protection and wear hats
- ✚ Smoking is prohibited below deck and while sailing.
- ✚ Agree to abide by the CANADIAN SAFE SPORT POLICY and Sign a waiver of liability

Sailing School Students will also:

- ✚ Supply their own safety harness and tether with strobe for all live aboard courses.

## BAREBOAT:

Skipper/Guide provided at no extra charge if bareboats are not available.

Adventure Sailing Plus Ltd will supply the vessel, charts of the area, empty holding tank, full water and fuel. All other costs and expenses shall be paid by the charterer and vessel shall be returned with empty holding tanks and full fuel and water.

Charter Skipper will have the following minimum credentials:

- ✚ Canadian Boating Operator Card or Equivalent & Sail Canada Intermediate Cruising Standard
- ✚ Sail Canada Basic Coastal Navigation Standard
- ✚ VHF Radio Operator's License
- ✚ Skippers resume which will be reviewed by a Sail Canada instructor may be submitted in lieu of Sail Canada Standards
- ✚ A pre-sail may be required prior to acceptance for any applicants
- ✚ Georgian Bay challenges the navigational skills of all sailors and certain restrictions will apply. e.g. all vessels must be anchored from 1930 (7:30 pm) until 0630 (6:30 am) and certain areas may be off limits and will be marked as such on the charts.
- ✚ Be responsible for the safety of any children on board (under 18 years)
- ✚ Report any health or physical limitations.
- ✚ Supply appropriate clothing for all weather conditions and wear only NON MARKING SHOES
- ✚ Supply sufficient sunscreen for personal protection and wear hats
- ✚ Smoking is prohibited below deck and while sailing.
- ✚ Sign a charter agreement (not required if skipper supplied) and waiver of liability prior to charter and Agree to abide by the CANADIAN SAFE SPORT POLICY



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**Please note conditions subject to change without notice.**

E&OE May 22, 2023